

TODTMAN, NACHAMIE, SPIZZ & JOHNS, P.C.
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MERRILL LYNCH BUSINESSE FINANCIAL
SERVICES, INC.

Plaintiff,

Index No. 07 CV 9728 (NRB)

-against-

J.S. SUAREZ, INC., RAMONA SUAREZ,
MATTHEW SUAREZ, and "John Doe #1 "THROUGH
"JOHN DOE #12 the last twelve names being fictitious
and unknown to plaintiff, being persons having or claiming
interest in or lien upon the chattel described in the complaint

Defendant.

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ANSWER

Defendants, J.S. Suarez, Inc. Ramona Suarez and Matthew Suarez by their
counsel Todtman, Nachamie, Spizz & Johns, P.C., submit the following answer to
the complaint dated October 31, 2007 (the "Complaint").

1. Deny knowledge or information sufficient to form a belief as to the truth
or falsity of the allegations set forth in ¶1 of the Complaint.
2. Admit that J.S. Suarez, Inc. is a New York Corporation but deny that it
has a principal place of business at 5 West 56th Street, New York, New York.
3. Admit the allegations set forth in ¶3 of the Complaint.
4. Admit the allegations set forth in ¶4 of the Complaint.
5. Deny the allegations set forth in ¶5 of the Complaint.

6. Deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in ¶6 of the Complaint.

7. Admit the allegations set forth in ¶7 of the Complaint.

8. Admit the allegations set forth in ¶8 of the Complaint.

9. Deny the allegations set forth in ¶9 of the Complaint.

10. Admit the allegations set forth in ¶10 of the Complaint.

11. Admit the allegations set forth in ¶11 of the Complaint.

12. Admit the allegations set forth in ¶12 of the Complaint.

13. Admit the allegations set forth in ¶13 of the Complaint.

14. Admit the allegations set forth in ¶14 of the Complaint.

15. Deny the allegations set forth in ¶15 of the Complaint except admit that J. S. Suarez, Inc. agreed to repay the loan.

16. Submit that the allegations set forth in ¶16 of the Complaint represent conclusions of law and do not require a responsive pleading.

17. Deny the allegations set forth in ¶17 of the Complaint.

18. Admit the allegations set forth in ¶18 of the Complaint.

19. Admit the allegations set forth in ¶19 of the Complaint.

20. Admit the allegations set forth in ¶20 of the Complaint.

21. Admit the allegations set forth in ¶21 of the Complaint.

22. Admit the allegations set forth in ¶22 of the Complaint.

23. Deny the allegations set forth in ¶23 of the Complaint.

24. With respect to the allegations set forth in ¶24 of the Complaint, Defendants incorporate by reference the answers set forth above as if fully set forth herein.

25. Admit the allegations set forth in ¶25 of the Complaint except dispute

the amount of the indebtedness.

26. Admit the allegations set forth in ¶26 of the Complaint.

27. Deny the allegations set forth in ¶27 of the Complaint.

28. With respect to the allegations set forth in ¶28 of the Complaint, Defendants incorporate by reference the answers set forth above as if fully set forth herein.

29. Deny the allegations set forth in ¶29 of the Complaint.

30. Deny the allegations set forth in ¶30 of the Complaint.

31. Deny the allegations set forth in ¶31 of the Complaint.

32. Deny the allegations set forth in ¶32 of the Complaint.

AFFIRMATIVE DEFENSE

The Summons and Complaint were not served upon Defendants JS Suarez, Inc. and Ramona Suarez and as such, the court lacks subject matter jurisdiction over these Defendants.

Dated: New York, New York
November 26, 2007

Todtman, Nachamie, Spizz & Johns, P.C.
Attorneys for Defendants

By: /s/ Scott S. Markowitz
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